

AGENDA

DATE: MONDAY, SEPTEMBER 20, 2004

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M.

Longway + 12th / Grosvenor 7:20pm
~~THERE ARE NO PUBLIC HEARINGS TONIGHT~~

1. ROLL CALL
2. INVOCATION BY COUNCILMAN TOM WEBER
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 148 – 2004

BY: COMMUNITY DEVELOPMENT COMMITTEE

135 P.H. Oct 18 @ 7:15pm
AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 One Family Residential to I-1 Light Industrial.

ORDINANCE NO. 149 – 2004

BY: COMMUNITY DEVELOPMENT COMMITTEE

125 - New purchase is Perry's Response to these changes.
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract for the sale of a 9.25 acre parcel of land owned by the City and not needed for any municipal purpose in the City of Massillon, Stark County, Ohio, to the Alliance Management Group for the purpose of building a movie theatre, and declaring an emergency.

ORDINANCE NO. 150 – 2004

BY: FINANCE COMMITTEE

5000 7-0 P.O. 9-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the Park and Recreation Fund, the Legends Golf Course Fund and the Community Health Fund, for the year ending December 31, 2004, and declaring an emergency.

ORDINANCE NO. 151 – 2004

BY: FINANCE COMMITTEE

5000 9-0 P.O. 8-4 L.O.D.
M.L. - Budget & Police cars we need to service the
AN ORDINANCE making certain transfers in the 2004 appropriation from within the General Fund to Council Services & Contracts Fund, of the City of Massillon, Ohio, and declaring an emergency. May - By STATE law we have to adhere to.
LOD - Can we find the way some place else.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

(A) LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR RICHARD S HASSEL DBA CAPTAIN DICKS 1005 1ST STREET NE MASSILLON, OHIO 44646.

9. BILLS, ACCOUNTS AND CLAIMS

*- Gap 105
End 657 H*
TYPD ORD 150 - 2001 No Sec 4

10. REPORTS FROM CITY OFFICIALS

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR AUGUST 2004
- B). TREASURER SUBMITS MONTHLY REPORT FOR AUGUST 2004
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR AUGUST 2004.
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR AUGUST 2004
- E). MAYOR SUBMITS MONTHLY REPORT FOR AUGUST 2004
- F). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR AUGUST 2004

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

ORDINANCE NO. 115 – 2004

BY: COMMUNITY DEVELOPMENT COMMITTEE

Any Econ Basic Tim? FR (9/10) DISCUSSED w/ John Helmer, and Grubbs.
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement amending the promissory note previously entered into between the City of Massillon and DOWNTOWN MASSILLON HOTEL, LTD..

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 136 – 2004

BY: PUBLIC UTILITIES COMMITTEE

POSS 9-0
AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract extending our present Centrex services with SBC on all city government telephone lines for a period of three (3) years.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 142 - 2004

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

5058 9-0
POSS 9-0
AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety to enter into an agreement with the Perry Township Board of Trustees to submit a joint application to the Ohio Public Works Commission for the 27th Street and Jackson Avenue Project, and declaring an emergency.

ORDINANCE NO. 143 – 2004

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

5058 9-0
POSS 9-0
AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety to enter into an agreement with the Stark County Board of Commissioners to submit a joint application to the Ohio Public Works Commission for the Richville Drive Project, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: SEPTEMBER 20, 2004

CLERK: MARY BETH BAILEY

1st 9-20-04

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 148 - 2004

2nd reading 10/4
passed 10/18

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 One Family Residential to I-1 Light Industrial.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from R-1 One Family Residential to I-1 Light Industrial. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on September 3, 2004 and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as I-1 Light Industrial.

Being known as Part of Out Lot 288, a 1.5 acre parcel located on the east side of the industrial facility located at 1212 Oberlin Road SW. The applicant is OJIM, Inc. OJIM propose to expand the existing business.

Section 3:

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2004

APPROVED: _____

MARY BETH BAILEY, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

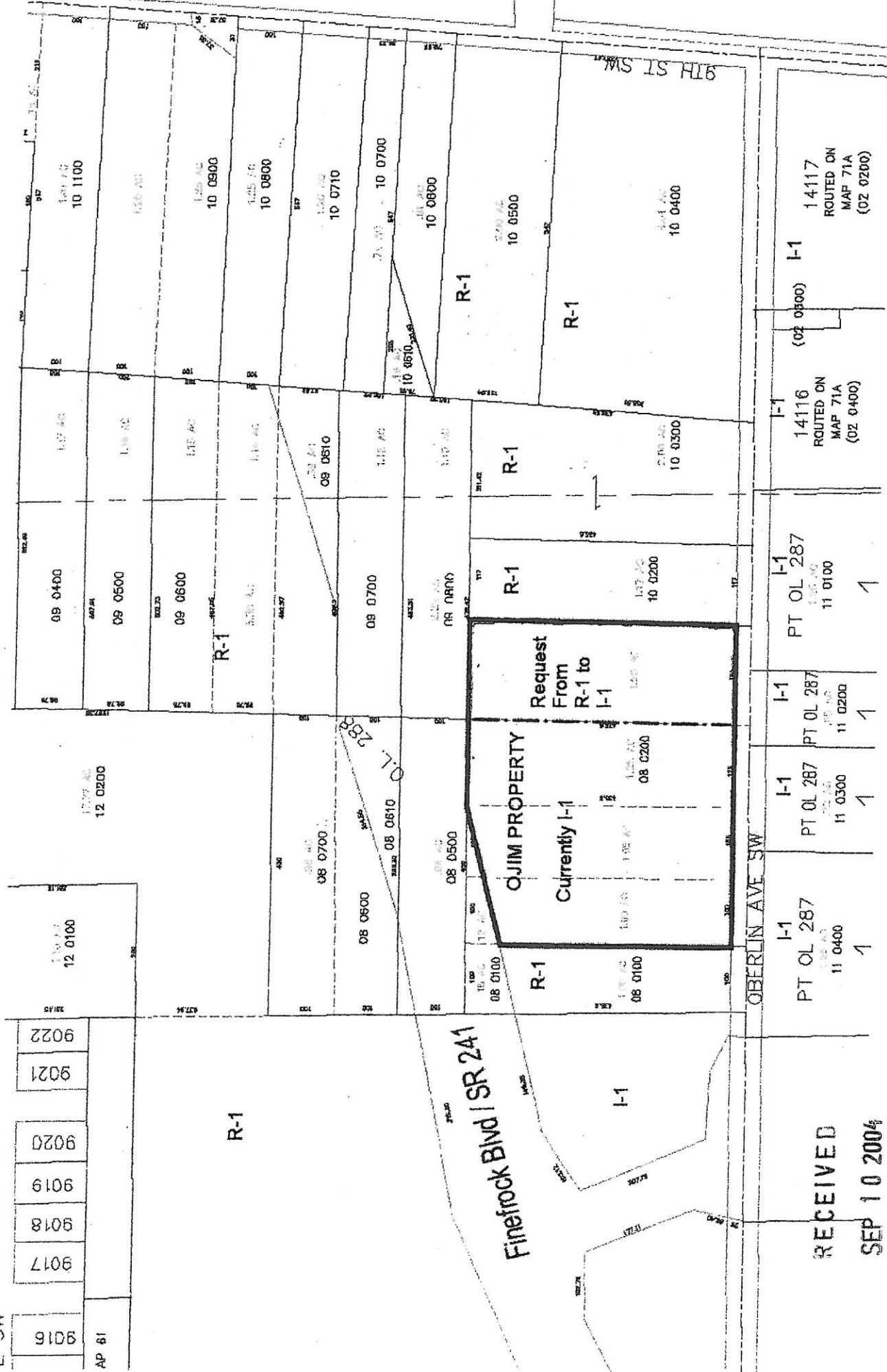
APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

L. 344

9016	9017	9018	9019	9020	9021	9022
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AP 61



RECEIVED
SEP 10 2004

DATE: SEPTEMBER 20, 2004

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 149 - 2004

passed 10/4

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract for the sale of a 9.25 acre parcel of land owned by the City and not needed for any municipal purpose in the City of Massillon, Stark County, Ohio, to the Alliance Management Group for the purpose of building a movie theatre, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be in the best interest of the citizens of Massillon to sell the 9.25 acre parcel of land owned by the City and not needed for any municipal purpose to the Alliance Management Group for the purpose of building a movie theatre.

Section 2:

The Director of Public Service and Safety is authorized to sell said real estate to the Alliance Management Group and the Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a purchase agreement for the sale of the 9.25 acre parcel, the terms of which are set forth in exhibit "A" and to

Section 3:

The terms of said sale shall be as set forth in the purchase agreement attached hereto as exhibit "A".

Section 4:

The Auditor is hereby directed to deposit the monies from sale of said land into the Lincoln Center III Debt Fund 1425.905.4192.

Section 5:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the community and for the further reason of such emergency arising out of the necessity to dispose of real estate no longer needed for any municipal purpose for the purpose of building a movie theatre. And provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2004

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

PURCHASE AGREEMENT

This Agreement made and concluded at Massillon, Ohio, this day
of , 2004, by and between the City of Massillon, Ohio, a municipal
corporation, hereinafter designated as SELLER, and
 , hereinafter designated as BUYER.

W I T N E S S E T H, THAT:

WHEREAS, SELLER has this day agreed to sell, and BUYER has this
day agreed to buy from SELLER, the following described real estate, also known for
United States mailing purposes as

(See exhibit "A" attached hereto)

Parcel No.

NOW, THEREFORE, in consideration of mutual covenants and
agreements hereinafter set forth, said SELLER and BUYER do for themselves, their ,
successors and assigns bind themselves and agree as follows:

- (I) **PURCHASE PRICE AND TERMS** - The purchase price for the
sale of the property is \$650,000.00 (Six Hundred and Fifty
Thousand dollars) payable as follows: BUYER shall pay to
SELLER \$ as a down payment, receipt of which is
hereby acknowledged, and the balance of \$ shall be
paid in cash at the closing of this real estate transaction.

- (3) POSSESSION - SELLER shall give BUYER possession of the property immediately upon closing of this real estate transaction.
- (4) CLOSING - This Agreement shall be performed and this transaction shall be closed within days after acceptance hereof, unless the parties hereto agree in writing to an extension thereof, and the closing shall be held at such time and place in Stark County, Ohio, as SELLER shall designate.
- (5) EVIDENCE OF TITLE - For each parcel of real estate to be conveyed BUYER, at its option shall furnish and pay for An Owners Title Insurance Commitment ("Commitment") certified to the date of the delivery of the Deed, and, after the closing, an Owners Title Insurance Policy in the amount of the total purchase price

The Commitment shall show in SELLER and the policy shall insure in BUYER a good and marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by or assumed by BUYER; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) legal highways; and (v) restrictions, conditions and utility easements of record created or reserved as a part of a general plan in and for the subdivision in which said property is located, provided the same do not prevent BUYER's intended use.

Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto.

Any endorsements requested by BUYER or BUYER's lender shall be at BUYER's sole expense.

If the title to all or part of the parcels to be conveyed is defective or not marketable, or if any part of the property is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this Agreement, or in the event of any encroachment, SELLER shall have a reasonable time, not to exceed thirty days, after written notice thereof, within which to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment. If SELLER is unable to remedy or remove, or secure title insurance or a title guaranty against such defect, lien, encumbrance, easement, condition, restriction or encroachment within said thirty day period, the amount of the down payment, if any, shall be returned to BUYER forthwith, and this transaction shall be null and void.

It is agreed by the parties hereto that marketability shall be determined in accordance with the Standards of Title Examination adopted by The Ohio State Bar Association and any matter which comes within the scope of said Standards shall not constitute a valid objection to the title provided SELLER complies with the requirements of said Standards.

- (6) DEED - SELLER shall convey to BUYER title to the Property by Quit Claim deed.
- (7) ENVIRONMENTAL PROPERTY ASSESSMENT - BUYER shall have the right, at BUYER's sole expense, to conduct an Environmental Property Assessment of the property within 30 days of the date of this Agreement. SELLER or SELLER's representative shall have the right to be present at any inspection or when any test is conducted. The results of any inspection or test and any conclusions reached by BUYER or BUYER's representative shall be promptly disclosed to SELLER, but otherwise shall be kept confidential by BUYER and BUYER's representative and, if the closing does not occur for any reason, all copies of data, test results, reports and conclusions shall be promptly delivered to SELLER. BUYER shall indemnify and hold SELLER harmless from and against any claims, damages, losses and expenses resulting from activities by BUYER or BUYER's representative on the property. On or before the last day of the 30-day period for the Environmental Property Assessment, BUYER shall notify SELLER that the environmental condition of the property is acceptable and that BUYER is ready to close. Failure to give notice by the last day of such period shall be deemed acceptance of the environmental condition of the property. If the environmental condition of the property is not acceptable, BUYER shall notify SELLER of any environmental defects discovered by BUYER. SELLER shall, at SELLER's sole option, within 10 days of receipt of BUYER's notice, notify BUYER: (i) that SELLER will terminate this Agreement and return the down payment to BUYER, at which time all rights and obligations of the parties shall cease, (ii) that SELLER will remedy the environmental defect within 90 days of the date of the notice, or (iii) that SELLER will offer the property to BUYER subject to the environmental defect at a reduced price. If BUYER accepts the property with the environmental defect at a reduced price, BUYER waives any future claim BUYER may have against SELLER for damages caused by the defect. The date for closing specified in Paragraph 4 shall be extended as necessary to give effect to all time periods specified in this Paragraph 7. For purposes of this Paragraph 7, "environmental defect" shall mean a condition on or

under the property that violates currently applicable Federal or State environmental laws, rules or regulations or that presents or may present a danger to the public health or welfare.

- (8) **TAXES AND ASSESSMENTS** - The real estate taxes and assessments, if any, shall be prorated through the date of the delivery of the Deed. The proration of undetermined taxes shall be based on a three hundred sixty-five day year and on the last available tax rate and valuation, and the amount so computed and adjusted shall be final.

Except as hereinafter set forth, SELLER warrants that all assessments now a lien are shown on the treasurer's duplicate and that no improvements (site or area) have been installed by public authority, the cost of which is to be assessed against said premises in the future; and SELLER further warrants that SELLER has not been notified of possible future improvements by any public authority.

In the event that the property should be deemed subject to any agricultural use tax recoupments, BUYER agrees to pay the amount of such recoupment.

- (9) **DOWN PAYMENT** - BUYER has deposited with SELLER the sum of \$, which the parties agree shall be held in trust and applied on the purchase price when the transaction is closed; or, if SELLER fails or refuses to perform SELLER's part of this Agreement, the down payment shall be returned to BUYER; or if BUYER fails or refuses to perform BUYER's part of this Agreement, said down payment shall be retained by SELLER but such retention shall not in any way prejudice the rights of SELLER in any action for damages or suit for specific performance.

- (10) **ADDITIONAL PROVISIONS**- SELLER and BUYER in further consideration of the mutual covenants and agreements between the parties further agree as follows:

- a. The City providing a legal description and ALTA survey acceptable to both parties. The cost for this survey, description, and plat preparation will be paid by the Developer.
- b. The City and Developer will jointly file for a mutually agreed upon zoning to accommodate commercial purposes.

- c. The City will provide the Developer a copy of all previously performed environmental studies. Said previously performed studies have been performed to the American Standardized Testing Methods (ASTM). If the Developer deems that further study is necessary, all additional investigation will be at the Developer's expense. The City will allow the Developer and or it's assignees access to the property after notification is given to the to the City for such and this agreement is fully executed.
- d. The Developer shall participate in pre-design meetings with the City Engineering Department as to coordinate infrastructure (sanitary/storm sewer) improvements.
- e. The Developer shall agree to fully participate in infrastructure improvements to the general project area either through Special Assessment or Tax Increment Financing (TIF). The Developer shall not file for any type of personal or real estate property tax abatements.
- f. The Developer must provide the location and the requirements of any utilities needed for the proposed usage in a timely manner. The City and the Developer will work with the respective utility companies to jointly accomplish the development needs.
- g. Concept as end use. The end use of the property must adhere to the concept as proposed by the developer and accepted by the City. Any desire on the part of the developer to deviate or modify the concept must be receive written approval by the city of Massillon.
- h. Adherence to Schedule. The developer must within reason, adhere to the proposed schedule for development. Any delays in design and or construction must be explained in written form to the city of Massillon. The city will review and determine if delays are reasonable.

(11) Assignability: The Developer may not assign this Agreement without the express written consent of the City.

(12) Failure to Execute: Failure to comply with the terms of this agreement on the part of the developer will result in part or in full the following action being taken by the city:

- a) The city will place a stop work order on development

until the terms have been fulfilled, or;

b.) If it is determined that the terms of this agreement cannot be fulfilled, the city of Massillon reserves the right to void this agreement, and;

c) If this agreement becomes void after construction has commenced, the city shall have first right of refusal to buy back the property at the agreed upon sale price minus the following cost: Included but not limited to; all legal fees, including deed transfer and title work cost associated with restoration of property to condition at time this agreement is executed, and prorated share of cost for infrastructure improvements.

(13) Resale of the Parcel.

a) If within three years after closing the Developer decides to sell the parcel either total or in part (where acreage sold exceeds 50% of land), the Developer must remit to the City 50% the amount received over \$ _____.

b) If within three to five years after closing the developer sells the parcel either in total or in part (where acreage sold exceeds 50% of land), the developer must remit to the City 25% the amount received over \$ _____.

(14) GENERAL PROVISIONS - All warranties, representations and covenants herein contained shall survive the delivery of the Deed executed and delivered in performance hereof and if said Deed and this Agreement are inconsistent, the provision of this Agreement shall control.

This Agreement shall be governed by the laws of the State of Ohio.

This Agreement is not assignable by either party without the written consent of all other parties hereto.

Each signatory party hereto shall be bound irrespective of prior negotiation contemplating binding other parties not signatory hereto.

- (15) TRANSFER TAX- BUYER shall pay the appropriate transfer tax as required by the Stark County Auditor.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first above written.

Witnesses as to SELLER:

_____,SELLER

_____,SELLER

Witnesses as to BUYER:

_____,BUYER

_____,BUYER

Hatched area reflects the 340' by 137' proposed theater

Proposed Burning Locations

S.R. 21 (L/A)

N 15°00'44" E 314.08'

N 25° 45' 01" W
 10.76'
N 81° 57' 55" E
 32.87'

CHERRY ROAD NW - 66' E/W

290.80

LOT 3

CITY OF MASSILLON
D.R.I. 2001075164

LOT 5
CITY OF MASSILLON
D.R.I. 2000068547

LOT 8
CITY OF MASSILLON
D.R.I. 2000016206

LOT 7
CITY OF MASSILL
D.R. 1999036261
LOT 8
LOT 9

1/2" PIPE
FOUND

LOT 1
CITY OF MASSILLON
D.V. 2799, 196

TLOT # _____
7.823 ACRES

PART OF OUTLOT 11

LOCATED 3RD STREET

PART LOT 8248
CITY OF WASHINGTON
(OFF. 1988030489)

12883
PART OF LOT
CITY OF MASSILLON
D.V. 1883 & 1886

TOMMY HENRICH BLVD. NW
(FORMERLY AGATHON AVENUE)

S 58°43'26" W 538.60

30.00'

32°11'33" E 671.57

1st STREET NW - 40' R/W

15' ALLEY

Sketch of the Alliance Entertainment Proposal

City of Hamilton
Stark County, Ohio

TO: JOE Summit TESTING
From: Jim Alvarez - Great Escape

Fax 330-869-6437

$L=84.31^{\circ}$
 $R=130.00^{\circ}$
 $\Delta=2820'40''$
 $C\text{ LEN}=63.66'$
 $ERG=S\ 44^{\circ}33'05''\ W$
 $T=32.85'$

This selection was prepared by the City of Maxwell Engineering Dept. for Atlanta Enhancement. This selection is intended to be used for this competition only. All the information used to prepare this selection was obtained from official and public correspondence by no means were independent analysis on this election to form an opinion. In fact or in any part.

Approved by Atlanta Enhancement for placement and orientation
Name/Title _____
of the proposed attraction.

SCALE: 1" = 50'

DATE: SEPTEMBER 20, 2004

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

5050 9-0

Roll 9-0

ORDINANCE NO. 150 - 2004

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Park & Recreation Fund, the Legends Golf Course Fund and the Community Health Fund, for the year ending December 31, 2004, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Park & Recreation Fund, for the year ending December 31, 2004, the following:

\$70,000.00 to an account entitled "Salary - Recreation" 1234.505.2112

\$ 20,000.00 to an account entitled "Supplies/Materials/Postage" 1234.515.2410

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Legends Golf Course Fund, for the year ending December 31, 2004, the following:

\$10,000.00 to an account entitled "Supplies/Materials/Postage" 2104.920.2410

\$10,000.00 to an account entitled "Salary - Recreation" 2104.920.2110

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Community Health Fund, for the year ending December 31, 2004, the following:

\$2,000.00 to an account entitled "Services/Contracts" 1235.705.2392

Section 5:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2004

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL DENNIS HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: SEPTEMBER 20, 2004

CLERK: MARY BETH BAILEY

*5030 9-20
Post 8-1
LODD.*

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO.151 - 2004

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2004 appropriation from within the General Fund to Council Services & Contracts Fund, of the City of Massillon, Ohio, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is transferred from the 2004 appropriation from within the General Fund to Council Services & Contracts Fund, of the City of Massillon, Ohio, the following:

\$3,000.00 FROM: "Salary - Garage" 1100.440.2110
TO "Council Services & Contracts" 1100.105.2392

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary to pay for the advertising, postage and other various resources needed to operate the Council's day to day operations. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2004

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR. MAYOR